



Order Filed on June 2, 2020
by Clerk,
U.S. Bankruptcy Court
District of New Jersey

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

**Caption in Compliance with
D.N.J.LBR 9004-1**

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In re:

Jorge E. Lema,

Debtor.

Chapter: 13

Case No.: 19-28683-SLM

Hearing Date: April 22, 2020

Judge: Stacey L. Meisel

**CONSENT ORDER RESOLVING
MOTION TO VACATE AUTOMATIC STAY**

The relief set forth on the following pages is hereby **ORDERED**.

DATED: June 2, 2020

A handwritten signature in cursive script, reading "Stacey L. Meisel".

Honorable Stacey L. Meisel
United States Bankruptcy Judge

Debtor: Jorge E. Lema
Case No.: 19-28683-SLM
Caption of Order: **CONSENT ORDER RESOLVING MOTION TO VACATE
AUTOMATIC STAY**

THIS MATTER having been opened to the Court upon the Motion to Vacate the Automatic Stay (“Motion”) filed by Specialized Loan Servicing LLC as servicing agent for U.S. Bank National Association, as Trustee for Credit Suisse First Boston Mortgage Securities Corp., CSMC Mortgage-Backed Pass-Through Certificates, Series 2006-6 (“Creditor”), and whereas the Debtor and Creditor seek to resolve the Motion, it is hereby stipulated and agreed to that:

1. As of April 22, 2020, the underlying loan secured by a mortgage on the following property: **104 Riggs Place, West Orange, New Jersey 07052** (“Property”) was post-petition due for the January 1, 2020 payment and the total post-petition arrearage amount was **\$11,216.09**.

2. The automatic stay provided under 11 U.S.C. §362(a) shall remain in effect as to Movant’s interest in the Property provided that the Debtor complies with the following:


- a. Within seven (7) days of entry of this Order, file a Modified Chapter 13 Plan that includes full payment of the post-petition arrearage in the amount of \$11,216.09, in addition to the current plan payments due to Creditor;
 - b. Resume making the ongoing contractual payments directly to Creditor by May 1, 2020 and continuing thereon as each payment becomes due; and
 - c. Remain current on all post-petition payment obligations, as well as all payments being paid through the Chapter 13 Plan.
3. All payments due hereunder shall be sent directly to Creditor at the following address: Specialized Loan Servicing LLC, P.O. Box 636007, Littleton Colorado, 80163.

4. The Debtor will be in default under the Consent Order in the event that the Debtor fails to comply with the payment terms and conditions set forth in above Paragraph and/or if the Debtor fails to make any payment due to Creditor under the Chapter 13 Plan.

5. If the Debtor fails to cure the default within thirty (30) days from the date of default, Creditor may submit a Certificate of Default to the Court on fourteen (14) days' notice to counsel for Debtor and the Chapter 13 Trustee for an order lifting the automatic stay imposed under 11 U.S.C. § 362(a) and permitting Movant to exercise any rights under the loan documents with respect to the Property.

6. Movant is awarded reimbursement of attorney fees and costs in the amount of \$350.00 and \$181.00, respectfully to be paid through the Chapter 13 Plan.

STIPULATED AND AGREED:


Christine F. Curran, Esq.
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4 Chatham Road
Summit, NJ 07901

/s/Gavin N. Stewart
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Dated this ^{20th}~~20~~ day of April 2020.